



Los Angeles County
Board of Supervisors

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December 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF LABORATORY EQUIPMENT MAINTENANCE AND
REPAIR SERVICES AGREEMENTS**
(All Districts) (3 Votes)

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

William Loos, MD
Acting Senior Medical Officer

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Health Services, or his designee, to execute an Agreement, substantially similar to Exhibit I, with McBain Instruments (McBain) with an annual maximum obligation of \$40,850 and Wescomicroscope with an annual maximum obligation of \$1,300 for the provision of maintenance and repair services of laboratory equipment located at the various Department of Health Services' (DHS) facilities and Department Public Health's (DPH) Public Health Laboratory, identified on Attachment B, effective January 1, 2007 through December 31, 2011, with a total annual maximum obligation of \$39,410 for DHS and \$2,740 for DPH, and a total five-year maximum of \$197,050 for DHS and \$13,700 for DPH, and to increase the total maximum obligation by no more than 50% above the calendar year 2007 maximum obligation to accommodate additional services and equipment at DHS and DPH facilities, for a total potential increase of \$98,525 for DHS and \$6,850 for DPH through December 31, 2011.

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PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Board approval of this action will enable DHS to continue the provision of maintenance and repair services of microscopes and other laboratory equipment and delegate authority to the Director to make necessary adjustments in equipment inventory and related contract funding to expedite the maintenance and repair of any additional equipment and add other County facilities to the Agreement as necessary. Delegated authority will allow the Department authority to expedite the provision of preventive services needed for critical equipment. The current Agreement with McBain expires on December 31, 2006.

FISCAL IMPACT/FINANCING:

DHS:

The total funding for these Agreements for the period of January 1, 2007 through December 31, 2011 is \$197,050 with an annual maximum obligation of \$39,410.

The funding by facility is identified on Attachment B.



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Funding is included in DHS' Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

DPH:

The total funding for these Agreements for the period of January 1, 2007 through December 31, 2011 is \$13,700 for DPH with an annual maximum obligation of \$2,740 for DPH.

The funding by facility is identified on Attachment B.

Funding is included in DPH's Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On April 30, 2002, the Board approved an Agreement with McBain, as a result of reaching the statutory limit of the purchase order, effective April 30, 2002 through December 31, 2004. On December 14, 2004, the Board approved an extension to the Agreement with McBain for continued provision of laboratory equipment maintenance and repair services at various DHS facilities effective January 1, 2005 through December 31, 2006.

As a result of a Request for Quote (RFQ) released in October 2006, DHS is recommending contracts with the two lowest responsive bidders, McBain and Wescomicroscope. The requested action will allow DHS and DPH to continue to provide maintenance and repair services for microscopes at DHS facilities including Harbor-UCLA Medical Center, Olive View-UCLA Medical Center, Martin Luther King, Jr./Drew Medical Center, Rancho Los Amigos National Rehabilitation Center, High Desert Health System, and at DPH's Public Health Laboratory.

The Agreement includes the most recent Board-mandated provisions, including the "Contractor Responsibility and Debarment" paragraph. County may terminate the Agreement with a 30-day prior written notice.

Although DPH's Public Health laboratory will receive services under these Agreements, DHS is retaining primary responsibility for these Agreements. DHS and DPH will mutually agree whether any future amendments or other Board actions will be done jointly or separately.

DHS and DPH have determined that these are not Proposition A agreements because the services are provided on a part-time or intermittent basis, and therefore, provisions of the County's Living Wage Program do not apply.

The administration of each facility covered under the service agreement will monitor the contractor's performance and assure compliance with the terms and conditions of the Agreement.

County Counsel has reviewed and approved Exhibit I as to form.

Attachment A provides additional information.

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CONTRACTING PROCESS:

In October 2006, DHS released an RFQ for laboratory equipment maintenance and repair services. Five vendors were identified through an internet search of local vendors and through referral by DHS staff. The RFQ was also posted on the Los Angeles County Online Website.

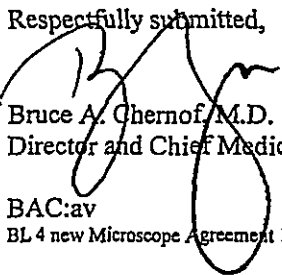
One of the three quotes that was received was non-responsive. DHS and DPH are recommending entering into Agreements with each of the two lowest responsive bidders, McBain and Wescomicroscope.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of this action will ensure that the necessary maintenance and repair services for microscopes continue without interruption at DHS' health facilities and DPH's Public Health laboratory.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:av
BL 4 new Microscope Agreement 1R.wpd

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICES:

Microscope equipment maintenance and repair services.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

Wescomicroscope	McBain Instruments, Inc.
28462 Constellation Road	9601 Variel Avenue
Valencia, CA 91355	Chatsworth, CA 91311
Attention: Steve Souisa	Attention: Harriet Levenson
Telephone: (800) 489-3726	Telephone: (818) 998-2702

3. TERM:

January 1, 2007 through December 31, 2011.

4. FINANCIAL INFORMATION:

DHS:

The total funding for these Agreements for the period of January 1, 2007 through December 31, 2011 is \$197,050 with an annual maximum obligation of \$39,410. The funding by facility is identified on Attachment B. Funding is included in DHS' Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

DPH:

The total funding for these Agreements for the period of January 1, 2007 through December 31, 2011 is \$13,700 with an annual maximum obligation of \$2,740 for DPH. The funding by facility is identified on Attachment B. Funding is included in DPH's Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

5. GEOGRAPHIC AREA SERVED:

Countywide.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Facility Administrator.

7. APPROVALS:

Martin Luther King, Jr./Drew Medical Center:	Antionette Smith-Epps, M.D., CEO
Harbor-UCLA Medical Center:	Tecla Mickoseff, CEO
Olive View Medical Center:	Melinda Anderson, CEO
High Desert Health System:	Beryl Brooks, Acting CEO
Rancho Los Amigo National Rehabilitation Center:	Valerie Orange, Acting CEO
Public Health Laboratory:	Dr. Sue Sabet, Director
Contracts and Grants:	Cara O'Neill, Chief
County Counsel (approval as to form):	Andrea E. Ross, Senior Associate